

1 Steven S. Vahidi (SBN 283951)
2 *Steven@VahidiLawGroup.com*
3 Troy D. Vahidi (SBN 253297)
4 *Troy@VahidiLawGroup.com*
5 **VAHIDI LAW GROUP**
6 5000 Birch Street, West Tower, Suite 3000
7 Newport Beach, CA 92660
8 **MAILING ADDRESS:**
9 **17130 VAN BUREN BLVD., #130**
10 **RIVERSIDE, CA 92504**
11 Telephone: 833.852.8529
12 Attorneys for Defendant
13 LIBBEY GLASS LLC
14
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16 **UNITED STATES DISTRICT COURT**
17
18 **CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**
19

20 JESSICA MARIE SHAVER,

21 Plaintiff,

22 vs.

23 LIBBEY GLASS LLC, and DOES 1 to
24 50,

25 Defendants.

CASE NO. 2:22-cv-07092 SPG(MARx)

**STIPULATED PROTECTIVE
ORDER FOR DISCLOSURE OF
CONFIDENTIAL INFORMATION
AND DOCUMENTS**

Assigned to Hon. Sherilyn Peace Garnett,
Dept. 5C; Magistrate Hon. Margo A.
Rocconi

Action Filed: September 29, 2022

Trial Date: April 9, 2024

26 **IT IS HEREBY STIPULATED** by and between Plaintiff JESSICA MARIE
27 SHAVER and Defendant LIBBEY GLASS LLC by and through their respective
28 counsel of record, that this Court may enter a protective order to facilitate the exchange
of confidential information in this matter, including but not limited to trade secrets;

1 confidential research, development, or other commercial information; other proprietary
 2 or sensitive business information; or personal, medical, or personnel information.

3 **1. A. PURPOSES AND LIMITATIONS:**

4 Discovery in this action is likely to involve production of confidential,
 5 proprietary, or private information for which special protection from public disclosure
 6 and from use for any purpose other than prosecuting this litigation may be warranted.
 7 Accordingly, the parties hereby stipulate to enter the following Stipulated Protective
 8 Order. The parties acknowledge that this Order does not confer blanket protections on
 9 all disclosures or responses to discovery and that the protection it affords from public
 10 disclosure and use extends only to the limited information or items that are entitled to
 11 confidential treatment under the applicable legal principles. The parties further
 12 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
 13 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
 14 sets forth the procedures that must be followed and the standards that will be applied
 15 when a party seeks permission from the court to file material under seal.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, customer and pricing lists and other
 18 valuable research, development, commercial, financial, technical and/or proprietary
 19 information for which special protection from public disclosure and from use for any
 20 purpose other than prosecution of this action is warranted. Such confidential and
 21 proprietary materials and information consist of, among other things, confidential
 22 business or financial information, information regarding confidential business
 23 practices, or other confidential research, development, or commercial information
 24 (including information implicating privacy rights of third parties), information
 25 otherwise generally unavailable to the public, or which may be privileged or otherwise
 26 protected from disclosure under state or federal statutes, court rules, case decisions, or
 27 common law.

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Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: Jessica Marie Shaver v. Libbey Glass LLC. et. al., Central District of California, Western Division, Civil Case No. 2:22-cv-07092 SPG(MARx).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from

Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable

1 designation.

2 5.2 Manner and Timing of Designations.

3 Except as otherwise provided in this Order (see, e.g., second paragraph of section
4 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material
5 that qualifies for protection under this Order must be clearly so designated before the
6 material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form (e.g., paper or electronic
9 documents, but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
12 contains protected material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins). A Party or Non-Party
15 that makes original documents available for inspection need not designate them for
16 protection until after the inspecting Party has indicated which documents it would like
17 copied and produced. During the inspection and before the designation, all of the
18 material made available for inspection shall be deemed “CONFIDENTIAL.” After the
19 inspecting Party has identified the documents it wants copied and produced, the
20 Producing Party must determine which documents, or portions thereof, qualify for
21 protection under this Order. Then, before producing the specified documents, the
22 Producing Party must affix the “CONFIDENTIAL legend” to each page that contains
23 Protected Material. If only a portion or portions of the material on a page qualifies for
24 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
25 by making appropriate markings in the margins).

26 (b) for testimony given in depositions that the Designating Party identify
27 the Disclosure or Discovery Material on the record, before the close of the deposition
28 all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
 2 Protected Material may be disclosed only to the categories of persons and under the
 3 conditions described in this Order. When the Action has been terminated, a Receiving
 4 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).
 5 Protected Material must be stored and maintained by a Receiving Party at a location
 6 and in a secure manner that ensures that access is limited to the persons authorized
 7 under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
 9 ordered by the court or permitted in writing by the Designating Party, a Receiving
 10 Party may disclose any information or item designated “CONFIDENTIAL” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 12 well as employees of said Outside Counsel of Record to whom it is reasonably
 13 necessary to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of
 15 the Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
 17 disclosure is reasonably necessary for this Action;

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
 21 Vendors to whom disclosure is reasonably necessary for this Action and who have
 22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
 24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
 26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
 28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
 2 by the Designating Party or ordered by the court. Pages of transcribed deposition
 3 testimony or exhibits to depositions that reveal Protected Material may be separately
 4 bound by the court reporter and may not be disclosed to anyone except as permitted
 5 under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
 7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
 9 **IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation that
 11 compels disclosure of any information or items designated in this Action as

12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification
 14 shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order
 16 to issue in the other litigation that some or all of the material covered by the subpoena
 17 or order is subject to this Protective Order. Such notification shall include a copy of
 18 this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
 20 pursued by the Designating Party whose Protected Material may be affected. If the
 21 Designating Party timely seeks a protective order, the Party served with the subpoena
 22 or court order shall not produce any information designated in this action as
 23 “CONFIDENTIAL” before a determination by the court from which the subpoena or
 24 order issued, unless the Party has obtained the Designating Party’s permission. The
 25 Designating Party shall bear the burden and expense of seeking protection in that court
 26 of its confidential material and nothing in these provisions should be construed as
 27 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
 28 directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any

ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION


After the final disposition of this Action, as defined in paragraph 4, within 60 days each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

2
3
4 Dated: December 23, 2022

**GP LAW GROUP, INC. AND
THE SIMON LAW GROUP**

5
6 
7 By: Manee Pazargad
8 Thomas J. Conroy
9 Travis E. Davis

10 Attorneys for Plaintiff
11 JESSICA MARIE SHAVER

12
13 Dated: December 23, 2022

VAHIDI LAW GROUP

14 
15 By: Steven S. Vahidi
16 Troy D. Vahidi

17 Attorneys for Defendant
18 LIBBEY GLASS LLC

19
20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

21
22
23
24 DATED: 8/28/2023

25 
26 By: HON. MARGO A. ROCCONI
27 United States Magistrate Judge
28

VAHIDI LAW GROUP
5000 BIRCH STREET, WEST TOWER, SUITE 3000
NEWPORT BEACH, CA 92660
TEL. 833.852.8529

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Central District of California on _____[date]
 in the case of Jessica Marie Shaver v. Libbey Glass LLC. et. al., Central District of
 California, Western Division, Civil Case No. 2:22-cv-07092 SPG(MARx).

I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance with the
 provisions of this Order. I further agree to submit to the jurisdiction of the United
 States District Court for the Central District of California for the purpose of enforcing
 the terms of this Stipulated Protective Order, even if such enforcement proceedings
 occur after termination of this action. I hereby appoint _____
 [print or type full name] of _____ [print or
 type full address and telephone number] as my California agent for service of process
 in connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____